

THE CITY OF ALBUQUERQUE
and
ALBUQUERQUE CLERICAL and TECHNICAL EMPLOYEES

**Affiliated with the American Federation
Of State, County, and Municipal Employees
(AFSCME, LOCAL 2962, AFL-CIO, CLC)**

Effective February 21, 2015 through June 30, 2016

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AGREEMENT

0. RECITALS

0.1 Preamble

0.1.1 The parties agree that their respective policies will not violate the rights of any employee covered by this Agreement because of race, age, sex, creed, color, national origin, union, or non-union affiliation. Neither party will tolerate sexual harassment. The parties further agree that they will comply with the Americans with Disabilities Act, the City of Albuquerque Administrative Instruction 7-18 and the Personnel Rules and Regulations.

0.1.2 The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest, and in the interest of all employees herein covered, and in the interest of the City, to maintain harmony, cooperation, and understanding between the Employer and the employees in the Unit; and to afford protection of the rights and privileges of all employees in the Unit and the Employer; and to insure the continued delivery of services to the citizens of Albuquerque.

0.1.3 The City, the Union, and its members agree that every effort will be made to administer and abide by this Agreement in accordance with the true intent of its terms and provisions to the end of maintaining sound labor management relations.

0.1.4 The Union shall not file a grievance or entertain a grievance filed that only cites paragraphs 0.1.2 and /or 0.1.3 of this section in the grievance.

0.2 Authority

0.2.1 This Agreement has been made and entered into between the CITY OF ALBUQUERQUE (hereinafter referred to as the "Employer" or the "City") and AFSCME LOCAL 2962, the ALBUQUERQUE CLERICAL AND TECHNICAL EMPLOYEES, (hereinafter referred to as the "Union").

0.3 Scope of Agreement

0.3.1 This Agreement relates to the employees of the City in the designated collective bargaining unit. The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by both parties as the result of negotiations of the parties as provided in the City of Albuquerque Labor- Management Relations Ordinance,

1 or as amended.

2
3 0.3.2 This Agreement replaces in its entirety any and all previous
4 Agreements and represents the only Agreement of the parties hereto.
5 Neither party has an obligation to open negotiations prior to 60 days
6 before the expiration of this Agreement on any issue that is incorporated
7 into this Agreement or is not addressed by this Agreement. However, by
8 mutual Agreement, the parties may open negotiations at any time.

9
10 0.3.3 Under normal circumstances, the Union will be given prior notice of
11 proposed changes in the City or department wide written policies that
12 directly affect bargaining unit employees' working conditions. The Union
13 will be given no less than 5 (five) working days from the time of notice to
14 provide input. This input period may or may not delay implementation, but
15 may require revision or cancellation of the originally proposed policy. The
16 parties may agree to extend time limits by mutual consent. This
17 commitment shall not be interpreted in a manner that limits the City's
18 responsibility to meet and confer in good faith with the Union prior to
19 implementing any change in terms or conditions of employment.

20
21 0.3.4 The Union will provide input through the Office of Human Resources
22 or Department on changes to policies, rules, and handbooks.

23 24 **0.4 Recognition**

25
26 0.4.1 The City recognizes the Union as the sole and exclusive bargaining
27 representative in all matters pertaining to wages and salaries, hours,
28 working conditions, and all terms and conditions of employment for
29 employees in the Unit described in this "Agreement". The City recognizes
30 the Union as the exclusive bargaining agent for all permanent,
31 non-probationary, full- time and part-time C-Series employees pursuant to
32 the Labor- Management Relations Ordinance.

33
34 0.4.2 The City agrees to identify the confidential positions in the C-Series
35 and exclude those positions from the C-Series.

36
37 0.4.3 This Agreement will take precedence over any conflicts with the
38 Merit System Ordinance, the Albuquerque Police Department Standard
39 Operating Procedures, Fire Department Operating Procedures (SOP), or
40 Personnel Rules and Regulations except those provisions protected by
41 the Labor-Management Relations Ordinance. It is understood that this
42 Agreement does not supersede the City of Albuquerque Labor-
43 Management Relations Ordinance and that the Labor-Management
44 Relations Ordinance controls where a conflict exists.

0.4.4 All benefits to permanent part-time non-probationary employees will be on a prorated basis.

1. GENERAL LABOR/ MANAGEMENT PROVISIONS

1.1 Fair Share/ Agency Fee

This section intentionally left blank

1.2 Dues Checkoff

1.2.1 During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct from the pay of each employee who has executed an authorization card, membership dues levied by the Union in accordance with its constitution and by-laws.

1.2.2 Employees promoted to a position outside the bargaining unit will be automatically withdrawn from Union membership by Personnel Action Form, P-I, processed by the City.

1.2.3 Employees wishing to terminate dues deduction may do so during the first week of January and July. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President or designated local officer, then forwarded to payroll for processing within one (1) workweek of receipt.

1.2.4 The City agrees to forward to the Local Union all dues withheld pursuant to valid authorization cards. The Local Union shall designate in writing to the City where the dues shall be sent.

1.2.5 The City agrees that the City Payroll Division will process the voluntary authorization for dues deduction cards by current pay period, and will notify Local Union 2962 of the new member status on the bi-weekly membership roster.

1.2.6 The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with this section.

1.3 Union Rights

1.31 The employer agrees that Union Officers, staff representatives, and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice and obtaining approval from management in charge of the specific work area. Such visitations shall be for the

1 purpose of administering this Agreement. The Union agrees that such
2 activities shall not interfere with the operational requirements of the
3 Employer. The Employer will designate a meeting place or will provide a
4 representative to accompany Union officials where significant security
5 requirements exist. Union staff representatives or local Union
6 representatives may request meetings as needed to prevent, clarify or
7 resolve a problem.

8
9 1.3.2 The amount of \$57,000.00 shall be set aside from the three percent
10 (3%) appropriated by the City for salary increases in FY 2015, in order to
11 fund the cost of Union Time for the following AFSCME collective
12 bargaining units: Local 624 (Transit), Local 624 (Blue Collar), Local 1888,
13 and Local 2962 from February 1, 2015 to June 30, 2015. The funds to
14 cover the cost for Union Time shall be replenished in the amount of
15 \$131,000.00 from July 1, 2015 until June 30, 2016, from wages budgeted
16 in FY 2016. Deductions from this pool shall be calculated using the
17 actual burdened wage rate of the union representative using the time (to
18 include employee insurance, PERA, Retiree Health, Employer FICA
19 portion, Life Insurance, Insurance Admin Fee). The Employer shall provide
20 the Union with a monthly accounting of funds disbursed.

21
22 The hours spent to perform union business as defined under this section
23 will not count as hours worked for the computation of overtime. Only union
24 representatives identified and authorized by the union in advance are
25 allowed to draw on the pool of union time. Such time will be deducted from
26 the pool at the burdened wage rate. The union shall maintain a current list
27 of authorized union representatives with the City. In extenuating
28 circumstances the parties may authorize the addition of representatives to
29 draw from the pool. An authorized representative shall request the use
30 of Union Time at least a minimum of five business days in advance
31 from their respective department; such requests are subject to approval
32 by their supervisor. Approval shall not be unreasonably denied and
33 shall be denied only in cases of emergency. Where the employer sets
34 a meeting for which Union Time may be used (for pre- determination
35 hearings and grievance hearings), but provides the employee with less
36 than six business days notice, the Employer shall allow the Union to use
37 Union Time for such an event. Where the Employer sets an investigatory
38 meeting for which Union time may be used, 24-hours advanced notice will
39 be provided by the Employer. The Employer shall grant Union Time for
40 Union Representatives to attend these meetings. Parties may waive
41 these deadlines upon mutual agreement.

42
43 At any time funds allocated for Union Time become exhausted,
44 authorized union representatives may utilize vacation, compensatory time
45 or elect to take leave without pay to conduct union business with the

1 appropriate amount of advanced notice subject to the supervisor's
2 approval.

3
4 For Union Presidents. Union business is defined as business performed
5 by designated union representatives which facilitates the applications of
6 this agreement, assists in employee management matters, resolves
7 conflicts, assists in positive labor/management relations between
8 Employees and the City or which involves matters directly related to
9 representation of the bargaining unit members which are al so beneficial
10 to the City of Albuquerque. This shall include preparation for and
11 attendance of pre-determination hearings, grievances, meetings
12 scheduled between the Union and the City, Labor Board filings, and
13 Personnel Board filings. In their absence, Union Presidents may designate
14 persons to use president's time.

15
16 For an authorized union representative designated by the Union
17 President, Union business is defined as attending a predetermination
18 hearing requested by a bargaining unit employee, a grievance hearing
19 when requested by a bargaining unit employee or an arbitration/Labor
20 board hearing, or other matters directly affecting employees represented
21 by the union. Unless otherwise approved by the Human Resources
22 Officer, one (1) steward shall be granted Union time leave with pay for any
23 single hearing. Unless otherwise approved by the Human Resources
24 Director, the steward shall be a bargaining unit employee assigned to the
25 same department to which the affected employee is assigned.

26
27 President's Time Local 2962 Clerical and Technical Employees. The
28 Union President or his/her designee shall be allowed a total of up to 20
29 hours per week to perform Union business.

30
31 1.3.3 Local Union officers and stewards may be allowed sufficient time off
32 without pay for legitimate Union business such as Union membership
33 meetings, Union conventions, conferences, workshops, etc. Upon
34 approval, the employees shall have the option of utilizing any accumulated
35 vacation time in lieu of taking such leave without pay. Such approval shall
36 not be unreasonably withheld, nor shall it be considered unreasonable for
37 management to deny such approval when in the opinion of management,
38 production or staffing requirements are affected by such absence.

39
40 1.3.4 The City may provide up to a one-year leave of absence for the
41 purpose of performing Union related duties on a full-time basis.

42
43 1.3.5 Any representation other than those rights set forth above in this
44 section by City employees other than the designated representatives is to
45 be performed during non-duty hours or while on vacation time. Any

request for vacation time under this section must be approved in advance in accordance with City and department policies and procedures.

1.3.6 A bulletin board and space shall be furnished by the City for the posting of official Union notices and other information except religious, partisan politics, derogatory or discriminatory notices. The bulletin board will not be used to criticize the Union, any Union policies, any Union officials, management, any management policies or any management employees.

1.3.7 The City agrees to notify the Union President or designee and all City employees in the bargaining unit of nominations, elections or appointments of individuals to the Personnel Board, Labor-Management Relations Board, Substance Abuse Policy Review and Appeals Board and other committees that may be formed within the life of this contract.

1.3.7.1 Furthermore, the City agrees to allow the Union to serve as official observer of the elections and the tabulation of the election results.

1.4 Employer Rights

1.4.1. The parties incorporate by reference the City Rights set forth in Sections 3-2-5 and 3-2-7 of the City's Labor-Management Relations Ordinance.

1.5 Labor Management Meetings

1.5.1 The City or Union may request meetings as needed to prevent, clarify or resolve a problem. Such meetings shall be for the purpose of administering this Agreement. The Union agrees that such activities may not interfere with the operational requirements of the department.

1.5.2 The Union and the City shall conduct Labor/Management meetings at a mutually agreed time and place.

1.5.3 Labor-Management meetings will include at least two (2) Union representatives. Additional union attendees will be mutually agreed upon by the City and the Union.

1.5.4 Union officers and stewards shall have reasonable access to the premises of the City department after receiving prior approval from the supervisor in charge. Prior approval shall not be unreasonably denied. Such visitations shall be for the purpose of administering this Agreement. The Union agrees that such activities may not interfere with the operational requirements of the department. The department will

1 designate a meeting place or provide a representative to accompany a
2 Union official or staff representative where significant security
3 requirements exist. Union officers and/or stewards may request meetings
4 as needed to prevent, clarify or resolve a problem.
5

6 **1.6 Bargaining Unit Information, Accretion**

7
8 **This section intentionally left blank**

9 **2. PAY PROVISIONS**

10 11 **2.1 Salary Schedule**

12
13 2.1.1 Bargaining unit employees' hourly rate of pay will be increased by
14 2.86%, effective on the pay period immediately following ratification and
15 signature of the agreement. Should City Council appropriate funds for a
16 general wage increase for FY16, the total bargaining unit shall receive that
17 increase.
18

19 2.1.2 Top Step Differential: An employee who has occupied the top step
20 of the employee's grade for one (1) year (365 days) will receive twenty-
21 five dollars (\$25.00) per pay period. Once this "top step" status is reached,
22 and the employee does not leave the C-Series bargaining unit, the
23 differential will not be lost if the employee is promoted within the C-Series
24 bargaining unit.
25

26 2.1.3 Shift Differential Pay: The Swing Shift differential pay shall be
27 thirty-five cents per hour. The Graveyard Shift differential pay shall be
28 forty-five cents per hour.
29

30 2.1.4 During Fiscal Year 2009, the City and the Union shall implement a
31 Bilingual Pay differential subject to the limitations set forth below:
32

33 2.1.4.1. The parties will identify and mutually select a technician to
34 prepare the Bilingual test.
35

36 2.1.4.2 The test shall be limited to a conversational Spanish
37 component.
38

39 2.1.4.3. A maximum of seventy-five (75) applicants shall be tested.
40

41 2.1.4.4. Successful applicants shall receive a Bilingual Pay
42 Differential of \$9.23 in each paycheck.
43

44 2.1.5 An employee called back to work in addition to the employee's
45 normal work schedule will be guaranteed for each such call-in a minimum

of two hours straight time or time and one-half for the actual hours worked, whichever is greater. This provision shall not apply if the assignment immediately follows or precedes a regular work shift. Call in time begins when the employee who was called in reports to his/her workstation.

2.1.6 T-Series Pay

2.1.6.1 Probationary period: Newly hired Telecommunications Operator 1 and 2 employees shall serve a one (1) year probationary period. A current City employee who has successfully completed a probationary period with the City shall not be required to complete another probationary period at the City's 911 Call Center.

2.1.6.2 Specialty/Certification Pay: An employee who has successfully completed the requirements for certification as a Call Center Telecommunications Operator shall receive a specialty/certification differential of one dollar (\$1.00) per hour. The employee shall be responsible for providing evidence that the employee has been awarded the certification. The employee will lose the one dollar (\$1.00) differential if the employee fails to renew the certification.

2.1.6.3

AFSCME Local 2962

Telecommunication Operator 1 & 2

STEP		1	2	3	4	5
GRADE	JOB CODE	Probation				
C1	200046	16.19	16.71	17.55	18.42	19.34
C1C	200027	17.19	17.71	18.55	19.42	20.34
C2	200029	16.51	17.04	17.90	18.79	19.74
C2C	200028	17.51	18.04	18.90	19.79	20.74

C1C and C2C = Employees with a valid Public Safety Telecommunicator Certification
There will be no step increases during the term of this agreement.

2.2 Longevity Pay for Members

2.2.1 Longevity pay will be paid as follows:

Years of Continuous Service	Amount per Pay Period
5 years + 1 month to 8 years	\$27.69

8 years + 1 month to 10 years	\$43.85
10 years + 1 month to 12 years	\$55.38
12 years + 1 month to 15 years	\$60.00
15 years + 1 month to 17 years	\$66.92
17 years + 1 month to 20 years	\$69.23
Over 20 years	\$78.46

2.3 Overtime

2.3.1 As a condition of employment, employees may be required to work overtime. Overtime work is generally discouraged. Employees shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours per week.

2.3.2 For the purpose of computing overtime, paid leave will be considered time worked.

2.3.3 Employees required to work on holidays will be paid regular holiday pay plus time and one-half (1-1/2) for the hours actually worked.

2.3.4 A meal period of thirty (30) minutes on non-pay status shall be offered to employees required to work more than two (2) hours beyond their regular shift.

2.3.5 In case of a declared emergency by the Mayor or CAO, employees will work as assigned.

2.3.6 Each section, or division where sections do not exist, shall maintain a class seniority list in descending order where the most senior employee is listed first. If overtime is required in a division or section, the division manager or section head shall schedule overtime to employees on the basis of seniority in classification, unless the division manager or section head determines in good faith that the overtime assignment requires specific job skills/license/experience that warrant the assignment of an employee who may not be the most senior. Qualified employees shall be offered overtime work on a rotational basis from the seniority list. The first employee on the list shall be the first to be offered overtime. If any employees on the list have been offered the opportunity to work overtime and they decline the offer, these employees will be placed at the bottom of the voluntary overtime list for that day. If all employees on the list decline overtime work, the division manager or section head shall assign overtime on a rotational basis in reverse order of the class seniority list.

2.3.7 Overtime work assignments which are immediately adjacent to the end of a work shift will first be offered to the employees who are currently on duty performing the work at the end of the regular shift. Overtime work

1 assignments, which overlap the end of a work shift, will first be assigned to
2 the employees who are performing the work at the end of the regular shift.
3 All other overtime will be administered in accordance with Subsection F.
4

5 2.3.8 Employees who decline to work two (2) voluntary overtime
6 assignments during a calendar quarter may be removed from the
7 voluntary overtime list for the duration of the quarter at the discretion of
8 management. Disputes regarding the removal of an employee from the
9 voluntary overtime list will be addressed through the Human Resources
10 for resolution.
11

12 **2.4 Compensatory Time**

13

14 2.4.1 Employees who are required to work overtime in excess of their
15 normal 40-hour work week may choose one and one-half time payment or
16 one and one-half time compensatory time. The employee must make this
17 choice prior to working the overtime assignment.
18

19 2.4.2 Employees will be allowed to accrue a maximum of 84 hours (56
20 hours at one and one-half time) of compensatory time. Approved
21 compensatory time will be used on a first-in, first-out basis, with a
22 maximum retention period of 365 days. Compensatory time not used
23 within 365 days from the date it was accumulated will be paid at the
24 employee's current hourly rate and will be deducted from their
25 compensatory time accruals. For purposes of computing overtime, paid
26 compensatory time is not considered as time worked.
27

28 2.4.3 Employees who have compensatory time shall, upon termination of
29 employment, be paid for the unused compensatory time at their current
30 rate of pay if it cannot be scheduled and taken prior to the termination
31 date.

32 **3. INSURANCE COVERAGE and BENEFITS**

33

34 **3.1 Premium Costs**

35

36 3.1.1 The City offers group hospitalization and dental plans for
37 employees. Participation is voluntary. The City will pay 80% of the
38 insurance premium and the employee will pay 20% of the premium. The
39 plans will continue to be in effect until modified or amended by the City.
40

41 3.1.2 The City's Employee Benefits Office and the Union shall work
42 cooperatively on a joint effort to educate employees on the benefits of the
43 City's Section 125 Plan which allows employees to exempt from taxation
44 certain medical and/or child care expenses.
45

3.2 Insurance Programs

This section intentionally left blank

3.3 Continuation of Health Insurance

This section intentionally left blank

4. RETIREMENT PLAN

4.1 NM Public Employees Retirement Association

4.1.1. The City will continue to pay 9.86% of the employee's PERA statutory contribution.

5. VACATION LEAVE

5.1 Vacation Leave

5.1.1 Vacation leave will accrue on a monthly basis from the date of current permanent employment. A permanent employee separating after the employee has served for one or more consecutive months shall be compensated for unused vacation, not to exceed seventy-eight (78) biweekly accruals computed to the date of separation. Vacation accumulation will be computed as of the last day of the pay period that includes December 31 each year and the excess of seventy-eight (78) biweekly accruals will be dropped from the record. No vacation leave will be granted before it is accrued. Vacation leave will not be unreasonably denied. When a legal holiday that would have been a regular work day for the employee occurs during vacation, it shall not be charged as vacation leave but as a holiday. Leave without pay may be used to supplement vacation leave up to the maximum amount of vacation utilized. Hours worked in addition to the regularly scheduled work cycle will not entitle an employee to additional benefits. In work units where staffing levels are such that employees are unable to use their vacation accruals, the City and the Union may negotiate to permit vacation sellback by Memorandum of Understanding.

5.1.2 Pay for accrued vacation leave may be obtained by an employee before taking the employee's vacation leave, if at least three weeks notice is given to the employee's department director and the City's central Payroll Division.

5.1.3 In work units where shift work is performed, employees will be offered the opportunity during the first week of each shift bid cycle to

submit vacation requests for periods of forty hours or more. These requests will be approved on the basis of seniority by classification within the work unit, and shift assignment, as staffing levels provide. Employees may only apply for vacation leave for the amount they have accrued at the time of their request. Request for vacation leave will only be approved within the current bid cycle. Within fourteen (14) calendar days of the employee's request, the employee will be given a written response of approval or disapproval of leave.

5.1.4 Subsequent request for vacation leave will be approved on a first come, first served basis as staffing levels permit. A response will be given in reasonable time. If two or more employees submit a request for vacation at the same time for the same time period, approval will be granted on the basis of seniority, by classification within the work unit and shift assignment, as staffing levels permit. An employee may not take vacation without prior approval of his/her supervisor.

5.1.5 In work units where shift work is not performed, vacation requests will be approved on first come, first served basis, as staffing levels permit. If two or more employees submit a request for vacation at the same time for the same time period, approval will be granted on the basis of seniority, by classification within the work unit, as staffing levels permit. An employee may not take vacation without prior approval from his/her supervisor.

5.1.6 No employee regardless of work unit or shift will be allowed to use the employee's seniority and bump another employee from vacation that has already been approved.

5.1.7 The parties may agree to other methods of scheduling vacation by memorandum of understanding.

5.2 Vacation Leave Accrual Rates

Years of Continuous Service	Regular Work Week	Accrual Rate per Bi-Weekly Pay Period	Maximum Accrual per Year (Days)	Maximum Accrual per Year (Hours)
1 month to 5 years	40 hours	3.85 hours	12.5 days	100 hours
5 to 10 years	40 hours	4.62 hours	15 days	120 hours
10 to 15 years	40 hours	5.54 hours	18 days	144 hours
15 or more years	40 hours	6.16 hours	20 days	160 hours

6. SICK/ ILLNESS LEAVE

6.1 Sick Leave

6.1.1 This section will be administered throughout every City Department as the sole Sick Leave procedure for Clerical and Technical Employees.

6.1.2 The maximum sick leave accumulation for classified employees will be 1200 hours for a forty (40) hour workweek or a prorated amount for a regular workweek other than forty (40) hours. Sick leave shall accrue at the rate of 3.70 hours per pay period.

6.1.3 Provided the employee has an accrued sick leave balance, sick leave may be granted for absence from duty because of personal illness, illness of a spouse, domestic partner, son, daughter, or parent as these terms are defined in Section 401.11, L. of the City of Albuquerque Rules and Regulations. Personal illness is defined to include scheduled doctor's appointments for health examinations, evaluation and/or treatment. Doctor's appointments may require documentation.

6.1.4 Sick leave used for the following reasons will be exempt from the personal illness as defined in the City of Albuquerque Rules and Regulations:

6.1.4.1 Emergency Leave: when a doctor certifies that an employee's attendance with an ill or injured dependent living in the employee's household is medically necessary.

6.1.4.2 Hospitalization, to include out patient surgery.

6.1.4.3 Leave taken pursuant to the Family Medical Leave Act.

6.1.4.4 Leave taken as a reasonable accommodation pursuant to the Americans With Disabilities Act.

6.1.5 No disciplinary action shall be taken against an employee not in compliance with Subsection 6.1.4, except in the case of a flagrant violation.

6.1.6 An employee who makes a false claim for sick leave, signs a certificate/statement containing a false statement, refuses to be examined by a doctor selected by the City, or fails to cooperate in any investigation by the City of the employee's claim for sick leave shall not be entitled to any leave with pay for the time in dispute. Such actions are considered just cause for disciplinary action up to and including termination.

6.1.7 If a holiday occurs and an employee is on sick leave the employee will be charged to holiday off.

6.2 Sick Leave Conversion

6.2.1 The maximum sick leave accumulation will be 1,200 hours for a forty (40) hour workweek or a prorated amount for a regular workweek other than forty (40) hours.

6.2.2 Employees who have reached the specified accumulation levels listed below may exercise one of the available options. The option to convert sick leave will be offered only in November of each year. Employees electing to not convert sick leave will continue to accrue sick leave up to the maximum of 1200 hours.

6.2.3 The following conversion formula will be used to convert accumulated sick leave:

6.2.3.1 Sick leave accumulated over 500 hours may be converted at:

6.2.3.1.1 Three (3) hours of sick leave to one (1) hour of vacation, or

6.2.3.1.2 Three (3) hours of sick leave to one (1) hour cash payment.

6.2.3.2 Sick leave accumulation over 850 hours may be converted at:

6.2.3.2.1 Two (2) hours of sick leave to one (1) hour of vacation, or

6.2.3.2.2 Two (2) hours of sick leave to one (1) hour cash payment.

6.2.3.3 Sick leave over 1,200 hours must be converted at:

6.2.3.3.1 Three (3) hours of sick leave to two (2) hours of vacation, or

6.2.3.3.2 Three (3) hours of sick leave to two (2) hours cash payment.

6.2.4 Sick Leave Conversion at Retirement

6.2.4.1 An employee may convert 100% of accumulated sick leave to be applied to Early Retirement leave immediately prior to the effective date of retirement. Employees in Early Retirement are not entitled to salary increases afforded other City employees. Employees in Early Retirement are entitled to all benefits except vacation and sick leave accruals, donated leave and hardship leave.

1
2 6.2.5 Sick Leave Conversion at Termination
3

4 **6.3 Sick Leave Death Benefit**
5

6 6.3.1 Upon the death of an employee, the City will pay cash to the
7 designated beneficiary (as identified in the City's life insurance policy) for
8 100% of the sick leave accrued by the employee. The employee must be
9 in an employment status that authorized the accrual of sick leave benefits.
10

11 **6.4 Donation of Sick/ Vacation Leave**
12

13 6.4.1 Upon exhaustion of FMLA benefits bargaining unit employees may
14 request donated leave as provided by the Personnel Rules and
15 Regulations.
16

17 6.4.2 After exhausting Injury Time benefits, bargaining unit employees
18 may request donated leave as provided by the Personnel Rules and
19 Regulations.
20

21 **6.5 Bereavement Leave**
22

23 6.5.1 Sick Leave Emergency may be granted for a maximum of three (3)
24 days in case of death in the employee's, spouse's, or domestic partner's
25 immediate family. An additional day may be granted for every 500 miles
26 travel one-way from Albuquerque required to attend funeral services.
27 Proof of the death may be required.
28

29 **6.6 Family and Medical Leave Act (FMLA)**
30

31 6.6.1 The parties agree that the City will comply with the provisions of the
32 Family Medical Leave Act (FMLA). Questions or concerns dealing with the
33 FMLA will be addressed through the Human Resources Department.
34 FMLA Leave will be administered in accordance with the current City
35 policy implementing Federal FMLA requirements.
36

37 6.6.2 In the event the City revises its current FMLA policy, the Union will
38 be given input in writing, through the Office of Human Resources, prior to
39 implementation of the policy.
40

41 6.6.3 The City will evaluate the feasibility of providing health and dental
42 insurance coverage for those employees on FMLA leave without pay on a
43 case-by-case basis. If the City provides coverage during this period, the
44 cost of this benefit shall be reimbursed to the City upon the employee's
45 return to work.
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1 receive straight time pay for the time worked. Floated (Floated Holiday)
2 time must be taken within 180 days of its accrual.
3

4 7.1.3 In filling the routine staffing requirements for holidays, the required
5 personnel will be assigned from a roster of those employees who have
6 indicated a desire to work on the holiday, on a rotating basis, or float the
7 holiday based on seniority in classification, by work unit, by shift and by
8 normal workdays. If staffing requirements cannot be met from those who
9 volunteer, then those employees who are required to work shall be
10 assigned on the basis of reverse order of seniority, on a rotating basis, in
11 classification by work unit, by shift and by normal workdays. Employees
12 ordered to work may choose to float the holiday or receive the holiday
13 as specified in paragraph 7.2.1.
14

15 7.1.4 All holidays may be designated as a floating holiday by the
16 employee. A floating holiday is available only to those employees who are
17 required to actually work on their holiday. Employees taking this option will
18 accumulate "holiday time" of 1-1/2 hours for each hour worked. Records of
19 "holiday time" will not be added to vacation balances but will be separately
20 tabulated. Employees must use their "holiday time" within 180 days from
21 the date it was accumulated. Employees who fail to use their holiday time
22 within 180 days will be paid for time accumulated at time and one-half and
23 the time will be stricken from their records. "Holiday time" cannot be
24 converted to cash upon termination of employment.
25

26 7.1.5 If a contractually designated holiday falls on the first day of an
27 employee's normal days off, the holiday will be observed on the previous
28 day. If a contractually designated holiday falls on the second day of an
29 employee's normal days off, the holiday will be observed on the following
30 day. If a contractually designated holiday falls on the third day of an
31 employee's normal days off, the holiday will be observed on the following
32 day.
33

34 **7.2 Holiday Pay**

35
36 7.2.1 The employee shall receive holiday pay, depending on the
37 employee's normal work shift, at the employee's normal hourly rate. For
38 the purpose of computing overtime, an employee will be credited with
39 holiday time plus the number of hours worked.
40

41 7.2.2 An employee called back to work on a holiday will receive a
42 minimum of three hours straight time pay or time and one-half for the
43 hours actually worked, whichever is greater, in addition to holiday pay.
44

8. MILITARY LEAVE

8.1 Members of Organized Reserve Units

8.1.1 Military Leave of Absence: Employees who are members of the National Guard, Air National Guard or any organized reserve unit of the Armed Forces of the United States, including the Public Health Services, are granted:

8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave, while normally used for annual training purposes, may also be used for pre-deployment training or active duty service and or

8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This additional leave may be used for pre-deployment training or active duty service.

8.1.2 The maximum paid military leave is 240 hours per calendar year for employees, who are members of organized reserve units, regardless of the purpose for which that paid military leave is used.

8.1.3 Employees whose military commitment requires leave time in excess of that granted above may elect to: (1) be placed into unpaid military leave of absence status; or (2) to use accrued vacation leave, in whole or in part, during their period of military leave. When an employee has used all available paid military leave and paid vacation leave, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status

8.2.1 Employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters will continue to accrue vacation and sick leave at the same accrual rate as if the employee was not on active military duty during all periods of active military duty, regardless of whether the military leave of absence is paid or unpaid.

1 8.2.2 This accrual shall continue while the employee is in active military
2 duty status and until the employee returns to City employment, or until the
3 employee notifies the City of their resignation from City employment or
4 their intention not to return to City employment at the end of their active
5 military duty, whichever date is earlier.
6

7 8.2.3 Any vacation or sick leave accrual allowed to an employee in
8 active military duty status between September 12, 2001 and October 1,
9 2004 may not be converted to cash upon the completion of that person's
10 City employment.
11

12 **8.3 Health Insurance Benefits While in Military Active Duty Status**

13

14 8.3.1 For employees mobilized to active duty by the President of the
15 United States on or after September 12, 2001 in support of operations
16 overseas, in defense of our nation, or in response to national disasters,
17 the City shall continue to pay the employer portion of health insurance
18 premiums for that employee to the same extent as if that employee were
19 not on active military duty status.
20

21 8.3.2 The employee in active military duty status must continue to timely
22 make payment of the employee portion of health insurance premiums to
23 the same extent as if that employee were not on active military duty
24 status. Failure to do so will result in termination of health insurance
25 coverage. It is the obligation of the employee on active military duty status
26 to notify the Benefits Division of the Human Services Department how the
27 payments will be made.
28

29 8.3.3 Provided the employee is and remains current on all required
30 employee contributions to health insurance premiums, the City shall
31 continue to pay the employer portion of health insurance premiums while
32 the employee is in active military duty status and until the employee
33 returns to City employment, or until the employee notifies the City of their
34 resignation from City employment or their intention not to return to City
35 employment at the end of their active military duty, whichever date is
36 earlier
37

38 **8.4 Members of Unorganized Reserve Units**

39

40 8.4.1 Employees who are members of unorganized reserve components,
41 as sanctioned by the State of New Mexico, or the Federal government, are
42 granted:
43

44 8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid
45 military leave per calendar year. This leave is for the purpose of attending
46 organized courses of instruction or training; and or

1
2 8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid
3 military leave per calendar year if the employee is mobilized to active duty
4 by the President of the United States in support of operations overseas, in
5 defense of our nation, or in response to national disasters, or in response
6 to an emergency declared by the Governor of New Mexico. This leave
7 may be used only for active duty service.
8

9 8.4.2 The maximum paid military leave is 240 hours per calendar year
10 for employees who are members of unorganized reserve units, regardless
11 of the purpose for which that paid military leave is used.
12

13 8.4.3 Employees whose military commitment requires leave time in
14 excess of that granted above may elect to: (1) be placed into unpaid
15 military leave of absence status; or (2) to use accrued vacation leave, in
16 whole or in part, during their period of military leave. When an employee
17 has used all available paid military leave and paid vacation leave, that
18 employee will be placed into unpaid military leave of absence status for
19 the balance of their military leave period.
20

21 **8.5 General Provisions**

22

23 8.5.1 In no case shall the hours of paid military leave in a calendar year
24 exceed the maximum number of hours provided above, even though the
25 maximum number of hours is calculated by reference to "work days".
26

27 8.5.2 All military leave pay is paid at the employee's straight-time rate of
28 pay.
29

30 8.5.3 Employees working on a part-time basis will be granted paid
31 military leave on a prorated basis.
32

33 **8.6 Transition Provision**

34

35 8.6.1 Any employee who has received paid military leave prior to
36 October 1, 2007 in excess of the maximum amount allowable in any
37 calendar year under the terms of this Agreement shall not be required to
38 reimburse the City for the excess.

39 **9. OTHER LEAVE WITH PAY**

40

41 **9.1 Requests for Paid Leave**

42

43 9.1.1 Leave with pay is available for the following reasons: vacation,
44 sickness, injury, emergency, City business, jury duty, voting, annual
45 military service, education and the employee's birthday. Employees who

work on their birthday shall receive an alternate day off that they must schedule with the approval of their supervisor within one calendar year from their actual birthday. This shall not be calculated at time and one-half.

9.1.2 All requests for leave will be submitted for approval on City form P-30, "Request for Leave of Absence", and will have the necessary documentation attached. Except in cases of emergency, the form P-30 must be submitted and approved in advance of the requested leave.

9.1.3 In case of emergency, if an employee is to be absent from duty before the necessary forms have been submitted and approved, the employee must request approval from the employee's immediate supervisor within a reasonable amount of time before the employee is regularly scheduled to report for duty.

9.1.4 Leave with pay may be authorized for an employee to attend official meetings where the good of the City service is involved or to conduct the City's business at a location other than the employee's normal workstation. Leave with pay may also be considered when an employee's participation is necessary for official City investigations and for court appearances when the employee's attendance is required on behalf of the City.

9.1.5 Leave with pay may also be authorized by the Chief Administrative Officer for services or activities of an employee outside the scope of the employee's employment that can reasonably be anticipated to directly or indirectly benefit the City.

9.2 Birthday Leave

This section intentionally left blank

9.3 Blood Donation Leave

This section intentionally left blank

9.4 Managerial Leave

This section intentionally left blank

9.5 Administrative Leave

This section intentionally left blank

1 **9.6 Hardship Leave**

2
3 9.6.1 Hardship leave will be provided in accordance with the City of
4 Albuquerque Rules and Regulations.

5
6 **9.7 Jury Duty**

7
8 9.7.1 Any employee who is called to serve required jury duty will be paid
9 the employee's regular pay for the employee's normal scheduled work
10 time while serving on jury duty. The employee shall pay over to the City
11 any fees received for jury duty unless the employee is serving jury duty on
12 his/her normally scheduled days off.

13
14 **9.8 Leave to Vote**

15
16 9.8.1 State Law requires, under certain conditions, all employees who are
17 registered electors be granted two hours with pay between the opening
18 and closing of the polls to vote on all election days. Department directors
19 must grant this time off for voting if requested by employees registered to
20 vote. Department directors should schedule the time taken so that offices
21 remain open during the normal working hours and the work of the
22 department is affected as little as possible. When practicable, the
23 scheduling preferences of the most senior employees will be honored first.

24
25 9.8.2 Departments will not grant time off with pay to any employee whose
26 normal workday begins more than two hours after the opening of the polls,
27 or ends more than three hours prior to the closing of the polls. Time taken
28 off for voting can be used for no other purpose. Department directors may
29 require an employee to prove that he/she is a registered and eligible voter.

30
31 **9.9 Leave for Annual Physical Examination**

32
33 9.9.1 Each employee may utilize one-half (1/2) day paid leave during the
34 '09 Fiscal year for the purpose of undergoing a physical examination. The
35 leave shall not be deducted from the employee's accumulated paid leave.
36 Medical documentation by the employee will be required. The
37 documentation shall verify that the employee used the leave time for the
38 purposes of undergoing a physical examination. The documentation shall
39 not violate the employee's confidentiality rights under federal and state
40 law. Upon approval of an employee's supervisor, this leave may be taken
41 in conjunction with vacation leave or compensatory time.

1 10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE

2
3 **10.1 Absence Without Authorized Leave**

4
5 **This section intentionally left blank**

6
7 **10.2 Leave Without Pay**

8
9 10.2.1 All requests for leave without pay require approval of the
10 department head or the department head's designee, and any request for
11 leave without pay for two weeks or more requires approval of the Chief
12 Administrative Officer.

13
14 10.2.2 An employee may be granted leave without pay for a period not to
15 exceed one year as a result of sickness or disability when certified by a
16 medical doctor, or to run for non-City public office, or for additional
17 vacation time, or for good and sufficient reason which the CAO considers
18 to be in the best interest of the City.

19
20 10.2.3 Leave without pay may be granted for the purpose of attending
21 schools or courses when it is clearly demonstrated that the subject matter
22 is directly job related or for the purpose of preparing the employee for a
23 career within the City service. Training provided by technical, vocational
24 trade schools and colleges approved by the Veteran's Administration will
25 be accepted by the City under this Subsection.

26
27 10.2.4 An employee elected or appointed to a full-time non-City public
28 office will be granted a leave of absence to enable the employee to hold
29 such office.

30
31 10.2.5 Time taken off as leave without pay in conjunction with this section
32 shall be counted as continuous service for calculating seniority for layoff
33 and shift days off bid. Time taken off on leave without pay for Union
34 business will be referred back to Section 14, Seniority.

35
36 **10.3 Leave of Absence**

37
38 **This section intentionally left blank**

39 11. WORK WEEK

40
41 **11.1 Traditional Work Schedules**

42
43 11.1.1 Traditional work schedules for full-time permanent employees will
44 consist of forty (40) hours per week, eight consecutive (8) hours per day
45 on five (5) consecutive days; or ten consecutive (10) hours per day, on

four (4) consecutive days.

11.2 Non-Traditional Work Schedules

11.2.1 Non-traditional work schedules may be implemented for full-time, permanent employees only after the potentially affected employees and the Union have been allowed to review, and to provide input concerning the proposed changes.

11.3 Other Work Week Provisions

11.3.1 All bargaining unit employees will be provided the opportunity to work a complete workweek. When temporary conditions are such that normal duties cannot be performed as a result of a lack of equipment or work, alternative duties of benefit to the department shall be assigned to affected employees. The alternate duties shall be within the employees bargaining unit. On a voluntary basis, by mutual agreement between the employee and the supervisor, the employee may utilize accrued vacation or leave without pay. Nothing in this section shall be construed to preclude actions under the Layoff and Recall Section. Concerns over alternate duties will be addressed through the Office Human Resources and with Local 2962 President or designee.

11.3.2 Permanent part-time employees are employees who normally work not less than 20 and not more than 40 hours per week. A part-time schedule shall be either half-time (40-hours per pay period) or three-quarter time (60 hours per pay period). The City may flex the hours of a part-time employee within the pay period, provided, however, that the part-time employee's hours are not less than 20 or more than 40 in any work week.

12. WORK HOURS

12.1 Flex Time

12.1.1 The City and the Union agree to meet and confer at the request of either party, to identify areas where flex time work schedules may be implemented to benefit both the employees and the requirement of the City for productivity. In accordance with this subsection, upon the identification of areas where flex work schedules are to be implemented the City and the Union will meet and confer at the request of either party to ensure the transition.

12.2 Stand-By Time

12.2.1 Employees assigned to standby time status shall receive four (4) hours of straight time pay for each twenty-four (24) hour period. Should an employee be unable to complete a standby assignment and another employee has to be assigned, the standby pay for that period will be pro-rated between the employees who worked the assignment.

12.2.2 Such 24-hour period shall start at the time the employee begins his/her standby status.

12.2.3 It shall be the responsibility of the employee placed on standby status to keep the employee's supervisor informed as to where he/she can be reached. Standby time shall not be considered time worked for the purpose of computing overtime payment. It is recognized that employees on standby status who are provided pagers are not covered by this section. Employees with pagers are not paid for standby time.

12.2.4 An employee who works in a "twenty-four hour/seven days" section shall not be required to work stand-by.

12.3 Change in Work Hours/ Locations

12.3.1 The City and the Union recognize the employee's need for advance notification for changes in work locations/hours to accommodate problems with childcare and/or transportation. The following time requirements shall be considered as minimum:

12.3.1.1 A permanent change in work hours/locations shall require a 120-hour advance notice (to include a minimum of 3 working days) to the employee.

12.3.2 The parties recognize that temporary changes in work hours or locations are solely intended to promote productivity, and to allow flexibility to respond to the needs of employees and management in addressing changing work place tasks. Temporary changes in work hours or locations will not exceed 30 days.

12.3.3 A change in work locations shall be defined as a change in the actual City facility in which an employee works, and shall not include changing offices or work spaces located within the same facility.

12.3.4 Concerns over changes in work hours/locations will be addressed through the Office of Human Resources and with the Local 2962 President or designee.

12.4 Other Work Hours Provisions

12.4.1 Work shifts

12.4.1.1 Any employee regularly assigned to the swing or graveyard shift is entitled to shift differential pay.

12.4.1.2 Any shift, which begins between the hours of 3:30 am, to 11:29 am, shall be considered the day shift. For bidding purposes, shifts that begin between 3:30 am and 11:29 am at a work site shall be considered as one (1) shift.

12.4.1.3 Any shift, which begins between the hours of 11:30 am, and 7:29 pm, shall be considered the swing shift, and shall be paid swing differential pay.

12.4.1.4 Any shift, which begins between the hours of 7:30 pm, and 3:29 am, shall be considered graveyard shift, and shall be paid graveyard shift differential pay.

12.4.1.5 Shift differential shall be paid on the basis of the employees regularly assigned/designated shift. This shall not be affected by temporary changes in work shifts.

12.4.1.6 Shift-days off will be bid for by seniority within classification within the given work unit, provided management may require that one-half (1/2) of the unit be made up of employees with at least one (1) year experience.

12.4.1.7 No employee shall be required to work two complete consecutive shifts or the majority of the second shift, without the equivalent of one complete shift of non-work status following the second assignment.

12.4.2 Breaks: Employees shall receive one fifteen-minute rest period during each four consecutive hours worked. The rest period shall normally be taken in the middle of each four-hour period. Rest periods may not normally be postponed or accumulated.

12.4.3 The City shall give each employee a lunch break of at least thirty (30) minutes but not to exceed one hour on non-pay status for each work shift of eight (8) or more hours.

12.4.2.1 The lunch period shall occur approximately midway during the work shift. When a scheduling conflict arises, supervisors will assign lunch periods by seniority except during an emergency or

1 unusual situation. The daily lunch schedule will be posted.
2 Employees will not remain at their workstation (i.e. desk) during this
3 lunch break as described above.
4

5 12.4.2.2 In essential service positions, management may provide a
6 paid lunch period requiring employees to remain at their
7 workstations.

8 13. WORK ASSIGNMENTS

9 10 **13.1 Work Assignments/ Reorganizations**

11
12 13.1.1 If work assignments are to be changed as a result of
13 reorganization and/or changes in assignment, the parties will agree to
14 meet and confer to establish dialogue regarding the issues, and to allow
15 the party with the concern to provide input regarding alternative solutions.
16 If the parties are unable to reach an agreement upon a solution, the issue
17 will be referred to the department director and the Union for final input by
18 the Union and resolution by the department director.
19

20 **13.2 Light Duty/ Modified Work Assignments**

21
22 **This section intentionally left blank**

23 14. SENIORITY

24 25 **14.1 Seniority Determination**

26
27 14.1.1 Unless otherwise specifically defined in this agreement,
28 seniority for the purposes of this Agreement shall be defined as
29 follows:
30

31 14.1.1.1 Length of continuous service with the City as a
32 permanent employee.
33

34 14.1.1.2 For the purposes set forth in Section 15, Shift-Days
35 Off Bid, Section 9.8.1, Leave to Vote and Section 2.3, Overtime,
36 seniority shall be defined as length of continuous service in a
37 department by classification within a work unit as a permanent
38 employee.
39

40 14.1.1.3 Each department will maintain two (2) separate
41 seniority lists: one (1) for full-time permanent employees and
42 another for part-time permanent employees. If an employee
43 transfers from one employment status to another, the employee
44 will move to the bottom of the seniority list.

1
2 14.1.1.4 Continuous service will not be interrupted if the
3 employee was on an approved leave of absence.
4

5 14.1.1.5 Seniority will be measured from the employee's date
6 of hire.
7

8 14.1.2 Ties in seniority will be broken by drawing lots in the presence
9 of a Union and management representative.
10

11 14.1.3 The parties agree to meet to resolve issues of shift preference
12 overtime and holiday seniority caused by the forced transfer of an
13 employee due to job abolishment, to be completed prior to the actual
14 transfer date.
15

16 14.1.4 Employees involuntarily transferred to a new work unit due to
17 reorganization shall retain all seniority rights previously accrued within
18 the employee's classification within the bargaining Unit.
19

20 14.1.5 In the instance of two or more non-probationary employees
21 hired on the same day in the same department, the employee who has
22 more City seniority will receive the higher Department seniority rights.

23 15. BIDDING and VACANCIES

24

25 **15.1 Shift-Days Off Bid**

26

27 15.1.1 Employees will be given the opportunity to bid semi-annually on
28 shift or days off in work units where shift work exists. A Union
29 representative will be present to assist with the bid. It is the responsibility
30 of the union to have a representative present. The bidding process will
31 not be delayed because of a Union representative not being present.
32 There will be a full-time bidding roster for full-time positions and a part-
33 time bidding roster for part-time positions in work units where this applies.
34

35 15.1.2 Bidding for shift or days off will commence during the first ten (10)
36 calendar days of the months of January and July. The new bid assignment
37 will then take place at the start of the next full pay period. Management will
38 provide to the Union President or designee a copy of the new shifts or
39 days off assignments to be offered one (1) week prior to the bid. Seniority
40 as defined in Section 32B, of this Contract will be used for the purpose of
41 bidding for shifts or days off. Employees who change shifts as a result of a
42 bid must re-submit any scheduled vacation for review and approval within
43 the new shift assignment.
44

45 15.1.3 When a vacancy on shifts or days off is to be filled, reasonable
46 efforts will be made to ensure that it is filled in an expeditious manner. The

1 initial vacancy will be offered and filled by order of seniority; the second
2 vacancy created by this process will be offered and filled by order of
3 seniority; the third vacancy created by this process may be filled at
4 management's discretion for the duration of the current bid, only. Should
5 no one bid for these vacancies, reassignments will be made in a reverse
6 order of seniority.

7
8 15.1.4 Permanent full-time employees may only bid for full-time positions
9 and permanent part-time employees may only bid for part-time positions.

10
11 15.1.5 The Union President may appoint an employee from each
12 department to provide input into the development and operation of the
13 bidding process.

14
15 15.1.6 A supervisor may permit employees to mutually agree to exchange
16 bidded slots for hardship reasons. The City and the Union must agree.

17
18 15.1.7 Bidding roster for interim vacancies will be posted for five (5)
19 working days within the work unit and will be filled on seniority basis
20 (Section 11 C). The implementation of the results of this bid selection may
21 only be delayed due to staffing requirements until the vacant position is
22 filled.

23 24 **15.2 Bidding and Vacancy Advertisements**

25
26 15.2.1 Any employee who believes the employee meets the
27 qualifications to fill an advertised permanent vacancy may apply for it
28 by following the procedures set forth by the Human Resources
29 Department prior to the expiration date of the circular. Employees are not
30 required to inform their supervisors that they have bid on a circular. An
31 employee that has been informed that the employee has been selected for
32 an interview must immediately notify the employee's supervisor to make
33 arrangements for coverage during the employee's absence. Employees
34 who fail to comply with this requirement may not be granted paid absence
35 from their work site for the interviews.

36
37 15.2.2 City-wide vacancy circulars and addendums will be available to the
38 President of the Union and to the listed Stewards as provided to the
39 Human Resources Department and such material may be posted on the
40 Union's bulletin boards.

41
42 15.2.3 Bid notice, except for continuing advertisements, shall state the
43 position, classification, duties, shift assignment, work location and rate of
44 pay. The shift assignment may change as a result of the exercise of shift
45 preference.

1 15.2.4 Vacancies will be posted for at least 5 days within the division, the
2 department and the City. Qualified divisional employees will be given
3 consideration. The intent of this process is to give serious consideration to
4 enhance career advancement opportunities to the best-qualified
5 employees from the division first.
6

7 15.2.5 Employees who apply for an advertised position, but do not meet
8 the qualifications will be notified in a timely manner by the Human
9 Resources Department. Any employee interviewed for a position, and not
10 selected will be notified in writing within fifteen (15) working days from the
11 time a candidate is selected to fill the vacancy.
12

13 15.2.6 Upon request of the Union President he/she, the Director of
14 Human Resources and the Director of the Office Human Resources will
15 meet on a quarterly basis to review and discuss problems with the
16 promotional process.
17

18 15.2.7 At the discretion of the Department Director, late bids may be
19 accepted on divisional and departmental advertisements to accommodate
20 employees not receiving notice of vacancies in a timely manner.

21 16. UNIFORMS, WORK DRESS

22
23 16.1.1 All members of this bargaining unit shall be required to abide by
24 reasonable and appropriate dress standards, as determined by
25 management, based upon the requirements of the job.
26

27 16.1.2 If any changes in the dress code are necessary in a work unit, the
28 employee affected will be allowed the opportunity to provide input prior to
29 any changes being made.

30 17. OCCUPATIONAL HEALTH and SAFETY

31 32 **17.1 Safe and Healthy Working Conditions**

33
34 17.1.1 The City and Union agree within forty-five days of the signing of
35 this contract, to form a committee to review, initiate, and monitor safety
36 procedures, policies, and practices within this bargaining unit. This
37 committee will:
38

39 17.1.1.1 Evaluate previous bargaining unit injuries to determine
40 priorities for remedial action.
41

42 17.1.1.2 Focus the efforts of the City Loss Prevention Division for
43 providing a safer workplace for White Collar employees.
44

17.1.1.3 Conduct surveys in the work site to help establish new safety initiatives.

17.1.1.4 Develop safety awareness among employees and management. This committee shall have equal representation selected by the City and the Union.

17.1.1.5 The committee will not initiate or recommend disciplinary actions.

17.1.2 The City shall maintain working conditions at a level consistent with federal and state health and safety standards. Any alleged violation of this provision may be addressed through the City's established Executive Safety Committee. If the Union is not satisfied with the Committee's disposition of a health and/or safety complaint, the Union may appeal the decision through this Agreement's Grievance Procedure or with the appropriate state or federal agency.

17.2 Emergency Transportation

17.2.1 Ambulance service, when required, shall be requested immediately to take on-duty injured employees to an Albuquerque hospital.

17.3 Injury Time

17.3.1 Injury Time shall be applied in accordance with the Merit System Ordinance and Personnel Rules and Regulations.

17.3.2 Injured or disabled employees will be accommodated in accordance with applicable Law.

17.3.3 Employees who exhaust their sick leave after using their injury leave benefit will be paid their vacation leave balance in a lump sum and may be granted leave without pay up to one year.

17.3.4 It is understood that I-Time protects compensation at full pay (take home pay). It is further understood that each normal work hour is protected at full pay (hourly rate) up to 960 hours of protection. The I-Time protection of income, hour by hour, and Worker Compensation benefit will continue as provided by law.

18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION

18.1 Training and Education

18.1.1 The City, Union and Office of Career Development agree to meet within 60 days to identify areas where a certification and training program

1 may be implemented to benefit employee career advancement and the
2 requirements of the City for productivity.

3
4 18.1.2 In accordance with this subsection, upon the identification of areas
5 where certification and training are to be implemented, the City and the
6 Union will meet and confer to ensure a positive and productive transition.
7

8 **18.2 Educational Leave**

9
10 18.2.1 Employees are encouraged to pursue job related educational
11 opportunities under the City's educational assistance program.
12

13 18.2.2 The conditions of Educational Leave will be administered
14 according to the Personnel Rules and Regulations, Section 502.2 or as
15 amended.
16

17 18.2.3 An employee who successfully completes a "Train the Trainer"
18 program approved by the City will be certified as an eligible employee
19 trainer. If the City and the Union jointly identify areas where these trainers
20 are utilized for training purposes, the certified trainer will receive a training
21 differential. The differential shall be negotiated by the City and the Union
22 and memorialized by the parties through a memorandum of
23 understanding.
24

25 **18.3 Licenses and Certifications**

26
27 **This section intentionally left blank**

28 19. POSITION DESCRIPTIONS and SPECIFICATIONS

29 30 **19.1 Position Specifications**

31
32 19.1.1 The official job description of any position within this bargaining
33 unit shall be maintained by the Human Resources Department. The official
34 job description of any position may be reviewed by the Union or the
35 employee for the employee's given position at any time. Any changes or
36 revisions in the official job descriptions will be provided to all affected
37 employees in a timely manner. A copy of the official job description of any
38 bargaining unit position, which is the subject of a grievance, will be
39 provided to the Union President/designee.
40

41 19.1.2 It is recognized that job descriptions generally describe jobs
42 performed within the City but do not precisely define each specific task an
43 employee may be required to perform as related to the employee's job
44 description.
45

19.1.3 The City will provide the Union President/designee all proposals of job description changes with a reasonable amount of time for review and input.

19.1.4 Upon receipt of proposed or actual changes in an employee's job description, the Union may provide input and/or recommend effective alternatives through the Human Resources Department.

19.1.5 Employees will not be required to perform duties outside their classification as a regular assignment. The Union may bring complaints for working outside classification to the Office of Human Resources for resolution. Employees working in a higher classification will be compensated as provided for in Section 20.2 of this Agreement. Lead employees may oversee and coordinate the work of other bargaining unit members, but shall not have the authority to hire, terminate, discipline, transfer or layoff other employees.

20. PROMOTIONAL PROCEDURES and POLICIES

20.1 Qualifications for Promotion

20.1.1 Selection for interview, promotion and transfer is made on the basis of education, experience, training, skills, other abilities, and job performance. When these criteria are equal, seniority will be the deciding factor.

20.1.2 Bargaining unit employees will be seriously considered for bargaining unit positions prior to outside applicants provided they are qualified by the department and the Human Resources Department.

20.2 Temporary Upgrades

20.2.1 The City may temporarily assign an employee to perform the duties of another position if the employee is qualified to temporarily assume the duties of the assignment. Upgrade assignments shall be rotated within the work unit among qualified personnel as equitably as possible.

20.2.2 The upgrade pay will be as follows:

20.2.2.1 Any employee assigned by management who temporarily performs all of the duties and assumes all of the responsibilities of a position within the White Collar bargaining unit graded higher than the one the employee holds will receive a 10% increase.

1 20.2.3 The City will discourage frequent assignment of employees below
2 their regular classification and shall not lower a person's pay if he/she is
3 temporarily assigned the duties of a lower classification.
4

5 **20.3 Classification/ Recognition**

6

7 20.3.1 The City will not engage in reclassification actions, the result of
8 which would be to remove classifications from the bargaining unit to
9 classifications outside the bargaining unit without first giving notice and
10 providing input from the Union. If any disputes exist as to the exclusion of
11 a re-evaluated or reclassified position from the bargaining unit, the parties
12 shall submit their respective positions to the City Labor/Management
13 Relations Board for final decision. This is not intended to apply to or
14 prohibit the updating or modification of job descriptions that exist and
15 continue to remain in this bargaining unit. The parties agree that Section
16 3-2-5 and 3-2-15 of the Labor-Management Relations Ordinance applies
17 to classification of bargaining unit employees.
18

19 21. PERFORMANCE EVALUATIONS and APPRAISALS

20

21 21.1 Any employee may review a negative performance evaluation
22 appraisal through the chain of command up to the Department Head. An
23 employee shall not be required to sign a negative performance evaluation
24 appraisal.

25 22. PERSONNEL FILES and RECORDS

26

27 **22.1 Employee Records**

28

29 22.1.1 A copy of any material pertaining to an employee's performance or
30 to disciplinary actions to be placed in the employee's personnel file must
31 be presented to the employee for signature and review.
32

33 22.1.2 All employees shall be allowed to review the contents of their
34 personnel file during normal working hours (8:00 am to 5:00 pm) with the
35 exception of medical files. Reasonable requests for copies or documents
36 in the file shall be honored and reasonable charges made for such copies.
37

38 22.1.3 Only the file kept in the Human Resources Department will be
39 used for interdepartmental interviews.
40

41 22.1.4 For the purposes of interviews, working files may be viewed by
42 departmental authorized personnel. Departmental working files will be
43 viewed by employees upon request to their immediate supervisor at a time
44 mutually agreeable to by both parties. Departmental working files may be
45 purged once a year by the Division Manager or Departmental Director. For

1 the purposes of material to be placed in an employee's personnel file,
2 documents will be signed by the employee and management as to receipt
3 of that document. This will only signify that the employee has read and
4 received a copy of that document.
5

6 22.1.5 Human Resources Department files are a permanent record of an
7 employee's performance with the City of Albuquerque. Such files will not
8 be purged without the authorization of the Mayor or his designee.
9

10 23. CONDITIONS of EMPLOYMENT

11 **23.1 Workplace Conduct**

12 23.1.1 The City and the Union mutually agree to comply with applicable
13 City policy concerning workplace conduct. Employees shall not use
14 insulting, abusive or offensive language toward the public or co-workers.
15 Ethnic or sexist jokes, slurs and other comments or actions that might
16 embarrass or offend others are prohibited. Employees shall not harass
17 others by making sexual advances or by creating an intimidating or
18 offensive working environment or by making false accusations regarding
19 such conduct. Display of visual materials that may be sexually or racially
20 offensive is also prohibited.
21

22 23.1.2 Other prohibited workplace behavior includes intimidation, verbal
23 threats, physical assault, vandalism, arson, sabotage, the unauthorized
24 display, possession or use of weapons in the workplace, jokes or
25 comments regarding violent acts which are reasonably perceived to be a
26 threat, or any other behavior reasonably perceived to be a threat of
27 imminent harm against an employee or member of the general public.
28
29
30

31 **23.2 Drug Testing**

32 23.2.1 The City and the Union agree that establishing a drug free
33 workplace is a priority that requires the cooperation of the parties. To that
34 end, the parties will meet with the Substance Abuse Policy Review Board,
35 Human Resources Department, Risk Management Division and the Legal
36 Department to discuss problems and possible changes to the current
37 testing procedures. The City will provide necessary training to employees
38 regarding drug testing policies and procedures. The Union will be given
39 the opportunity to provide input to improve the effectiveness of employee
40 training efforts.
41

42 23.2.2 The City will comply with all applicable Federal, State and City laws.
43
44

1 24. DISCIPLINE and INVESTIGATIONS

2
3 **24.1 Disciplinary Actions**

4
5 24.1.1 Employee investigations and notices of contemplated disciplinary
6 actions shall be implemented in the following manner:

7
8 24.1.1.1 If an employee is not placed on investigation, disciplinary
9 process shall be initiated against an employee no later than ten
10 (10) work days after the employee's supervisor knew or reasonably
11 should have known of the act that caused the disciplinary action to
12 be initiated.

13
14 24.1.1.2 For the purposes of this provision only, "initiated" shall
15 mean the written communication of a notice of contemplated
16 disciplinary action to the employee.

17
18 24.1.2 In the event discipline is to be implemented, action will be initiated
19 within ten (10) working days of the commission, omission or discovery of
20 the act. In cases requiring lengthy investigation, disciplinary action will not
21 be initiated until the facts have been established.

22
23 24.1.3 A hearing shall be convened to allow the employee and the
24 employee's representative the opportunity to explain the reasons for the
25 employee's actions or lack of action, which may result in disciplinary action
26 other than an oral reprimand. In notifying the employee of the measure of
27 discipline to be imposed, it is recognized that the employee has the right
28 to have Union representation. Within 72 hours prior to the pre-
29 determination hearing the employee and the employee's representative
30 will be allowed the opportunity to review all evidence relevant to
31 allegations/charges against the employee. The employee may request
32 copies of evidence. Management will make a reasonable effort to
33 accommodate such requests, at the employee's expense.

34
35 24.1.4 The City may discipline employees for just cause. The level of
36 discipline shall be commensurate with the level of the infraction, taking
37 into consideration the operational requirements of the employee's work
38 unit. Management shall evaluate options for imposing progressive
39 discipline prior to the issuance of written reprimands and suspensions.

40
41 24.1.5 City management is encouraged to utilize positive corrective action
42 as a method of aiding employees in avoiding work rule violations and
43 assisting in employee development. Although the parties hope that such
44 corrective action will be a positive interaction between the employee and
45 management, it may also be used to demonstrate management's attempts
46 to improve the employee's performance.

1 24.1.6 If management has a need to correct an employee regarding the
2 employee's conduct or to correct the handling of the employee's work it
3 shall normally be done in private. If a problem on this issue arises, the
4 Union shall initiate a meeting with the Office of Human Resources to
5 attempt to resolve the concerns at the earliest opportunity.
6

7 24.1.7 In cases where management determines a suspension is
8 warranted, they are encouraged to utilize the provisions of the Merit
9 System Ordinance that allows for working suspensions of up to 5 days.
10 Management shall determine whether or not the suspension of up to 5
11 days is with or without pay.
12

13 24.1.8 Prior to the identification of discipline to be imposed by
14 management, the employee on the employee's own will be given the
15 opportunity to prescribe his/her own discipline. If the employee's proposal
16 is accepted by management, the issue shall be considered settled and the
17 action shall not be grieved.
18

19 24.1.9 Prior to the filing of an appeal the Union President/Designee shall
20 attempt to resolve the discipline imposed. An extension of the ten (10) day
21 time frame may be agreed upon by both parties.
22

23 **24.2 Investigations**

24

25 24.2.1 If the employer decides to conduct an investigation the employer
26 shall submit a written notification of investigation to the effected employee
27 no later than twenty (20) business days after the employer knew or
28 reasonably should have known of the act for which the investigation is
29 being initiated. For the purposes of this section, the employer is defined
30 as the department director or his or her designee. Any supervisor who
31 knows or reasonably should have known of the act which is being
32 investigated must immediately notify the department director.
33

34 24.2.2 An employee disciplinary investigation shall normally not exceed
35 ninety (90) days from the date an employee receives a notice of
36 investigation as cited in paragraph 3 herein. The affected employee or the
37 Union, if designated by the employee, may request periodic verbal status
38 reports on the investigation from the employee's supervisor. The requests
39 will be granted provided the supervisor shall not be required to provide
40 information that might jeopardize the investigation process. If the
41 investigation exceeds ninety (90) days, the employee shall receive a
42 written notice of the extension from the employee's supervisor, or the
43 supervisor's designee, no later than ninety (90) days after the employee
44 received the initial notice of investigation.
45

1 25. GRIEVANCE and APPEAL PROCEDURES

2
3 25.1 Grievance Procedure

4
5 25.1.1 Nothing in this Agreement shall prevent any employee from
6 instituting or pursuing any grievance on the employee's own behalf or with
7 the assistance of the Union, in accordance with the provisions of the Merit
8 System Ordinance.
9

10 25.1.2 The aggrieved employee may have Union representation at any
11 step in the grievance process.
12

13 25.1.3 As a condition of employment, employees are required to appear
14 as witnesses in grievance hearings when requested by the aggrieved
15 employee or by the City. Requests for the appearance of witnesses will be
16 made through the Office of Human Resources. An employee called as a
17 witness during working hours shall be paid at the employee's regular rate
18 of pay. The employee will be required to return to work when he/she is no
19 longer needed as a witness.
20

21 25.1.4 Employees called as witnesses during time off shall be paid at
22 straight time for the time spent at the hearing by whichever party is
23 requiring the employee to appear. This time is not considered time worked
24 for the purpose of computing overtime compensation.
25

26 25.1.5 An officer or steward will be allowed reasonable time off with pay
27 to represent an employee during a pre-determination or grievance
28 hearing.
29

30 25.1.6 The Union President and the Office of Human Resources will
31 meet as necessary to review the disciplinary actions, pending grievances,
32 and other matters of mutual concern in an attempt to resolve these
33 problems informally.
34

35 25.1.7 In lieu of scheduling a pre-determination hearing, an employee and
36 the employee's department director may agree in writing to attempt to
37 resolve a disciplinary action through mediation, as coordinated through the
38 City Legal Department. Discipline will be resolved and concluded by
39 mutual agreement.
40

41 Mediation may be invoked by the parties by mutual agreement at any step
42 during the Grievance procedure. Any pending timelines at that time shall
43 be suspended during the course of mediation without prejudice to either
44 party.
45

1 25.1.8 If an employee wishes to appeal a termination disciplinary action
2 that is subject to the Grievance Procedure, the employee shall elect to use
3 this Grievance Procedure or the City's Merit System Ordinance to appeal
4 the action. If the employee decides to use the City's Merit System
5 Ordinance to appeal a termination disciplinary action, the employee shall
6 appeal the disciplinary action in writing and in accordance with the Merit
7 System Ordinance no later than ten (10) days after the employee receives
8 the written notice of disciplinary action. An employee who decides to use
9 this Agreement's Grievance procedure to appeal a termination disciplinary
10 action shall appeal the disciplinary action by filing a written grievance no
11 later than fourteen (14) days after the employee received the written
12 notice of disciplinary action. If the employee decides to use this
13 Agreement's Grievance procedure to appeal the termination disciplinary
14 action, the employee may not also use the Merit System Ordinance to
15 appeal the action. If the employee utilizes the Merit Systems Ordinance
16 appeal procedures, the employee may not use this Agreement's
17 Grievance Procedure appeal procedures. This decision shall be
18 irrevocable. If the Union, at a later date, decides that the employee's
19 grievance is not meritorious and withdraws the grievance, the employee
20 may not submit an appeal through the Merit System Ordinance. The
21 provision set forth herein shall not conflict with any state or federal law.
22

23 25.1. 9 A grievance shall be defined as an alleged violation of a specific
24 provision of this Agreement. Discipline grievances shall be appealed in
25 accordance with the City's Merit System Ordinance. A grievance shall be
26 filed in writing with the employee's department director no later than ten
27 (10) working days after the employee knew or reasonably should have
28 known that a grievance has occurred. No later than ten (10) working days
29 after the director receives the written grievance, the director shall submit a
30 written response to the Union. A copy will be sent to the Human
31 Resources Officer.
32

33 25.2 Appeals 34

35 25.2.1 If an employee or the Union is not satisfied with the director's
36 written disposition, or if the department director does not submit the
37 director's decision within the ten (10) work day time limit set forth above,
38 the Union may appeal the grievance to the Human Resources Director no
39 later than ten (10) working days after the employee or Union received the
40 written disposition or the deadline for the director to issue the disposition
41 has expired, whichever comes first. The Human Resources Director shall
42 meet with the grieving employee and the Union no later than fifteen (15)
43 working days after the Human Resources Officer receives the appeal.
44

45 25.2.2 The Human Resources Officer will issue a written disposition on
46 the grievance to the Union and the department director no later than ten

1 (10) working days after the close of the Human Resources Officer's
2 meeting cited above.

3
4 25.2.3 If the Union is not satisfied with the Human Resources Officer's
5 written disposition, or if the Human Resources Officer does not submit the
6 Officer's written decision within the Human Resources ten (10) working
7 day time limit set forth above, the Union may appeal the grievance to the
8 City's Labor-Management Relations Board. The parties will thereafter
9 comply with the Board's rules and procedures.

10
11 25.2.4 If the Union is not satisfied with the CAO's written disposition
12 regarding a termination, the grievance may be submitted by the Union to
13 final and binding arbitration by the Union but not by the individual grievant
14 within fifteen (15) working days after receipt of the written response by the
15 CAO.

16
17 25.2.5 Within fifteen (15) working days of the written demand for
18 arbitration, the Union shall make a request for a panel of seven (7)
19 arbitrators from the Federal Mediation and Conciliation Service (FMCS)
20 unless the parties by such time agree upon an arbitrator.

21
22 25.2.6 Within fifteen (15) working days after receipt of a list of arbitrators,
23 the parties shall confer to select the arbitrator. The Union and the City
24 alternately eliminating names shall make the selection. The last name
25 remaining shall be the arbitrator. The parties shall flip a coin to determine
26 who shall strike the first name. If either party fails or refuses to strike a
27 name from the list, the other party may request that the FMCS unilaterally
28 appoint an arbitrator to hear the matter. Once an arbitrator is either
29 selected by the parties or appointed by the FMCS, the arbitrator shall have
30 full jurisdiction.

31
32 25.2.7 The decision of the arbitrator shall be based upon the facts
33 established by the testimony and documents presented in the case. The
34 arbitrator shall no power to add to, subtract from, alter or modify any of the
35 terms of this Agreement, but may give appropriate interpretation or
36 application to such terms and apply appropriate relief. The arbitrator shall
37 not have authority to make an award which includes a fine or other
38 punitive damages or an award of attorney's fees. Each party shall pay
39 one-half (1/2) of the arbitrator's fees and expenses. The arbitrator's
40 decision shall be final and binding upon the parties subject to the laws
41 of the State of New Mexico. In arbitrations challenging a disciplinary
42 action, the City shall have the initial burden of proof. If the Union
43 initiates a suitable agreement before arbitration, and the City declines
44 the offer, the City will pay the full cost of the arbitration if the City
45 loses the case. If the arbitrator orders reinstatement of the employee,
46 the arbitrator's back pay award shall be limited to pay and benefits for

1 time lost less any compensation the employee earned after the
2 termination.

3

4 25.2.8 The Union may use either the Labor Board or binding
5 arbitration for resolution of alleged contract violations, other written
6 agreements and all discipline related grievances to the extent set forth
7 herein. During each year of this Agreement, the Union may use
8 binding arbitration for a maximum of five (5) alleged contract violations
9 and/or discipline related grievances other than terminations.
10 Terminations are address under earlier provisions of Section 25 of this
11 Procedure. Once the Union requests a panel of arbitrators, that action
12 shall be counted as one arbitration for purposes set forth here.

13

14 25.2.9 Alleged violations of the commitments set forth in the second
15 paragraph of the Preamble may be appealed to the City's Equal
16 Employment Office (EEO) for redress. If the employee is not satisfied
17 with the EEO's disposition of the issue, the employee may appeal the
18 issue to the appropriate federal or state agency or, if Administrative
19 Instruction 7-18 is alleged to have been violated and if the protection
20 alleged to have been violated does not fall under the jurisdiction of a
21 state or federal agency, the issue may be appealed through this
22 Agreement's Grievance Procedure.

23

24 26. EMPLOYEE REIMBURSEMENTS

25

26 **26.1 Per Diem and Mileage Reimbursements**

27

28 26.1.1 Employees required to use their own vehicles in the performance
29 of official City duties will be paid mileage reimbursement in accordance
30 with State Law and City Policy.

31

32 **26.2 Other Employee Reimbursements**

33

34 26.2.1 If a department requires employees to wear a uniform, the City
35 will provide the uniforms or make other arrangements with uniform
36 venders to provide the uniforms. Employees currently receiving a uniform
37 allowance will continue to receive it at the current rate, \$600 per year
38 prorated on a biweekly basis, through the term of this agreement. It is
39 understood by the employee that failure to comply with the uniform policy
40 may result in disciplinary action.

41

42 26.2.2 If an employee's eyeglasses, contact lenses or hearing aids are
43 damaged as a direct consequence of performing the employee's job
44 duties and also are not due to the employee's negligence, the City will
45 reimburse the employee at a reasonable cost.

1 27. EMPLOYEE LIABILITY COVERAGE

2
3 **This section intentionally left blank**

4 28. EMPLOYEE ASSISTANCE PROGRAMS

5
6 **This section intentionally left blank**

7
8 **28.1 Employee Assistance Program**

9
10 **28.2 Critical Incident Stress Debriefing**

11
12 29. EMPLOYEE VEHICLE USAGE

13
14 **This section intentionally left blank**

15 30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION

16
17 **This section intentionally left blank**

18 31. FIREARMS

19
20 **This section intentionally left blank**

21 32. CITY PROVIDED EQUIPMENT and TOOLS

22
23 **This section intentionally left blank**

24
25 32.1 Storage will be provided by the City for City equipment.

26 33. EMPLOYEE INCENTIVE PROGRAMS

27
28 **This section intentionally left blank**

29
30 **33.1 Employee Recognition Program**

31
32 **33.2 Sick Leave Incentive Program**

33 34. EMPLOYEE PAYROLL DEDUCTIONS

34
35 **This section intentionally left blank**

36 35. LAYOFF/ REDUCTION IN FORCE and RECALL

35.1 Layoffs and Recalls

35.1.1 If it becomes necessary to have a reduction in the work force in the City, employees will be laid off in reverse order of seniority within classification. Seniority for the purposes of Layoff and Recall is defined as a full-time permanent employee with the City (date of hire) applied to the classification held. Seniority will be retained in any previously held classification.

35.1.2 The City shall notify the Union at least thirty (30) days prior to any reduction in force. The Union will be afforded the opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives. Employees laid off due to a reduction in work force will be called back to work by classification in their seniority order.

35.1.3 Laid off employees have the responsibility of keeping the City informed as to their correct mailing address. The City will advise the employee to be recalled by certified or registered United States Mail. A copy of such recall notice will be furnished to the President of the Albuquerque Clerical and Technical Employees Union. An employee upon receiving notice of recall, will, within seven (7) working days, acknowledge receipt by certified or registered mail advising the Director of Human Resources of the date he/she will be available for service, which available date must not be later than thirty (30) calendar days from the date the employee receives the recall notice. Employees failing to comply with this section will forfeit their recall rights. It is understood that the City will have discharged its obligation of notification to laid off employees by having forwarded the recall notice as herein outlined. Employees shall retain seniority held at time of layoff.

35.1.4 The CAO and the Director of the Human Resources Department are responsible for approving all layoffs and offering transfers or placement offers to employees facing layoff. Employees in layoff status will be terminated two (2) years from the effective date of layoff if they have not been placed or upon refusal to accept an offer of placement into a position of equal grade or comparable pay.

35.1.5 No new employee will be hired in the C series jobs until all laid off qualified employees in the bargaining unit have been given the opportunity to return to work. Employees will be given notice of ten (10) working days prior to being placed on layoff status.

35.1.6 An employee downgraded from one position to another due to a reduction in workforce will be placed on the step of the new grade which provides an hourly rate that is as close as possible to the hourly rate the employee was paid at the at the employee's former grade. The employee,

1 however, shall not receive a higher hourly rate at the new grade and step
2 than the employee received at the employee's old grade and step unless
3 the Human Resources Director, at the Director's sole discretion, places
4 the employee at a higher rate.

5
6 35.1.7 Laid off employees can bid on City advertisements.

7 36. RESIGNATION and RETIREMENT

8
9 **This section intentionally left blank**

10 37. RULES and REGULATIONS

11
12 **This section intentionally left blank**

13 38. PRIVATIZATION and CONTRACTING OUT

14
15 **38.1 Contracting for Services**

16
17 38.1.1 If the Employer anticipates the contracting out of Employer
18 services on a permanent basis that have historically been performed by
19 bargaining unit employees, the Employer shall notify the Union President
20 in writing of the Employer's intentions no later than thirty (30) days prior to
21 implementing the anticipated action or when the issue is included in the
22 Mayor's annual budget request.

23
24 38.1.2 The Union may request to meet and confer with the Employer to
25 discuss the anticipated action prior to implementation. The request shall
26 be granted.

27
28 38.1.3 Upon request, the Employer shall provide data and other
29 information in the Employer's possession that is related to the anticipated
30 action and that will assist the Union in its development of a response to
31 the Employer's action.

32
33 38.1.4 The Union shall be allowed the opportunity to present arguments
34 and data to the Employer to counter the Employer's anticipated action
35 prior to the Employer's anticipated action.

36
37 38.1.5 If the Employer decides to issue a request for proposals (RFP) for
38 contracting out the services, the Union shall be provided with a copy at the
39 same time other vendors are provided a copy.

40
41 38.1.6 The City agrees to contract out bargaining unit positions only as
42 necessary to meet staffing shortages. This provision applies to the
43 utilization of both City temporary employees and temporary employees

1 employed by an outside agency (e.g. Westaff, etc.) who are contracted to
2 work in City-run facilities or services. The Union will conduct an annual
3 review of contracted positions commencing in January. The Union and the
4 Office of Human Resources will meet and confer where conflicts arise
5 pertaining to contracted positions.

6 39. STRIKES and LOCKOUTS

7
8 **This section intentionally left blank**

9 40. GENERAL ADMINISTRATIVE PROVISIONS

10
11 **This section intentionally left blank**

12 13 **40.1 Non-Discrimination**

14 15 **40.2 Memoranda of Understanding (MOU)**

16 17 **40.3 Complete Agreement/ Zipper Clause**

18
19 40.3.1 It is understood and agreed by and between the parties hereto
20 agree that this Agreement is the only existing agreement between the
21 parties and that this Agreement replaces any and all previous agreements.

22 23 **40.4 Savings Clause**

24
25 40.4.1 Should any part of this Agreement or any provision contained
26 herein be declared invalid by any tribunal of competent jurisdiction, the
27 validity of the remaining portions shall not be affected Should this occur,
28 the parties will immediately meet to negotiate a suitable provision to
29 replace the provision held invalid.

30 31 **40.5 Term of Agreement**

32
33 40.5.1 Should neither party to this Agreement request the opening of
34 negotiations as provided in the Labor-Management Relations Ordinance
35 No. 67-1977, as amended, this Agreement and the conditions herein shall
36 continue in effect from year to year. This agreement is effective on the first
37 full pay period following settlement, ratification, and signature by the
38 parties and shall remain in full force and effect through June 30, 2016.

39
40
41
42
43
44

1 **SIGNATURES**

2
3 IN WITNESS WHEREOF, the parties have signed their names and affixed
4 the signatures of their authorized representatives on this 18TH day of
5 FEBRUARY, 2015.
6

7
8 CITY OF ALBUQUERQUE

AFSCME Local 2962

9
10
11 
12 Richard J. Berry, Mayor
13 City of Albuquerque
14

15
16 
17 Deborah Rainaldi, President
18

19 Form Reviewed by Legal Department (Seal)

20 
21 Jenica Jacobi
22 Interim City Attorney
23

24 
25 City Clerk

1
2 **APPENDIX A**

3
4 MEMORANDUM OF UNDERSTANDING
5 BETWEEN
6 CITY OF ALBUQUERQUE AND AFSCME 2962
7

8
9
10 WHEREAS The collective bargaining agreement between the
11 Albuquerque Police Department was amended to provide
12 for police dispatchers to receive 15% for trainers pay, only
13 when assigned to be engaged in training duties.
14

15
16 NOW THEREFORE For the purposes of calculating trainers pay, the union and
17 the Albuquerque Police Department agree to
18 compensation at 15%.